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July 24, 1991

17411-D
RECORDATION NO. FILED 1425
JUL 24 1991 -1 15 PM
INTERSTATE COMMERCE COMMISSION

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

1-205A008

17411-E
RECORDATION NO. FILED 1425

JUL 24 1991 -1 15 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Enclosed for recordation, under the provision of 49 U.S.C. §11303(a) and the regulations thereunder, are three executed counterparts each of (i) Lease Supplement No. 3, dated as of July 24, 1991, between Cargill, Incorporated, a Delaware corporation ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a secondary document, supplementing that certain Equipment Leasing Agreement ("Lease"), dated as of June 1, 1991, between Lessee and Lessor, and recorded under Recordation No. 17411; and (ii) Amendment to Security Agreement, dated as of July 24, 1991, between Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, ("Secured Party"), and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, ("Debtor"), a secondary document, amending that certain Security Agreement, dated as of June 1, 1991, between Secured Party and Debtor, and recorded under Recordation No. 17411-C.

It is my understanding that the recordation numbers to be assigned to these new documents, as described in the preceeding paragraph, will be: (i) 17411-D, and (ii) 17411-E.

Counterparts - J. W. Maser

The names and addresses of the parties to the enclosed documents are as follows:

(i) Lease Supplement No. 3

LESSEE: Cargill Incorporated
15407 McGinty Road West
Minnetonka, Minnesota 55391

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

(ii) Amendment to Security Agreement

SECURED PARTY: Massachusetts Mutual Life
Insurance Company
1295 State Street
Springfield, Massachusetts 01111

DEBTOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and Massachusetts Mutual Life Insurance Company mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$45.00 for the required recording fees.

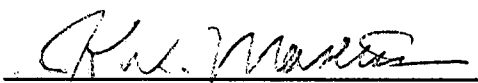
A short summary of the documents to appear in the index follows:

- (1) Lease Supplement No. 3, dated as of July 24, 1991, between Cargill, Incorporated ("Lessee") and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), relating to 58 17,574 Gal. General Service Corn Syrup Tank Cars, bearing Lessee's Identification Nos. CRGX5635, CRGX5667, CRGX5671, CRGX5673, CRGX5677, CRGX5679 through CRGX5722, CRGX5724, CRGX5726 and CRGX5730 through CRGX5736.
- (2) Amendment to Security Agreement, dated as of July 24, 1991, between Massachusetts Mutual Life Insurance Company ("Secured Party") and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Debtor"), relating to (1) those 250 17,574 Gal. General Service Corn Syrup Tank Cars bearing Lessee's Identification Nos. CRGX5577-CRGX5826, and (2) those 80 25,500 Gal. General Service Vegetable Oil Tank Cars bearing Lessee's Identification Nos. CRGX7240-CRGX7319.

Very truly yours,

CARGILL, INCORPORATED
WILMINGTON TRUST COMPANY
MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By:


John K. Maser III
Attorney-in-Fact

Attachments

Schedule I

Description of Rail Equipment

250 17,574 Gal. General Service Corn Syrup Tank Cars, built by Trinity Industries, Inc. and bearing Lessee's identification numbers CRGX5577-CRGX5826.

80 25,500 Gal. General Service Vegetable Oil Tank Cars, built by Trinity Industries, Inc. and bearing Lessee's identification numbers CRGX7240-CRGX7319.

17411-E
RECORDATION NO. FILED JUL 24 1991

AMENDMENT TO SECURITY AGREEMENT

JUL 24 1991 - 1 15 PM
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT dated as of July 24, 1991 to Security Agreement dated as of June 1, 1991 (the "Security Agreement"; capitalized terms herein which are not defined herein being used with the meanings defined in the Security Agreement) between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided therein but solely as Trustee ("Debtor") under a Trust Agreement as defined therein, with its principal place of business at Rodney Square North, Wilmington, Delaware 19890, and Massachusetts Mutual Life Insurance Company (the "Secured Party"), a Massachusetts corporation, with its principal place of business at 1295 State Street, Springfield, Massachusetts 01111.

WITNESSETH:

WHEREAS, Secured Party and Debtor are parties to the Security Agreement, whereby Debtor's obligations under its Secured Notes due 2011 are secured, all as more particularly described in the Security Agreement;

WHEREAS, the Security Agreement was recorded with the Interstate Commerce Commission on July 3, 1991 and was assigned recordation number 17411-C;

WHEREAS, Secured Party and Debtor wish to confirm the attachment of the security interest under the Security Agreement to certain Units of Equipment acquired by Debtor after the execution and delivery of the Security Agreement.

WHEREAS, all things necessary to make this Amendment to Security Agreement the valid, binding and legal obligation of Debtor for the uses and purposes herein set forth, in accordance with its terms, have been done and performed and have happened;

NOW, THEREFORE, THIS AMENDMENT TO SECURITY AGREEMENT WITNESSETH, that the Debtor and the Secured Party hereby agree that Exhibit A to the Security Agreement is hereby deleted in its entirety and Exhibit A hereto is substituted therefor.

From and after the date of this Amendment to Security Agreement: the terms "this Security Agreement," "hereof," and "herein" and other like terms shall mean the Security Agreement as

amended hereby. The Security Agreement as amended hereby is in all respects ratified and confirmed. This Amendment to Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including all matters of construction, validity and performance, and may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed by their officers thereunto duly authorized and their corporate seals thereto affixed as of the date and year first above written.

Attest:

CDaniel
Assistant Secretary
(Corporate Seal)

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Owner Trustee

(Debtor)

By *[Signature]*
Its Senior Financial Services Officer

Attest:

Assistant Secretary
(Corporate Seal)

MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY

(Secured Party)

By _____
Its _____

amended hereby. The Security Agreement as amended hereby is in all respects ratified and confirmed. This Amendment to Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including all matters of construction, validity and performance, and may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed by their officers thereunto duly authorized and their corporate seals thereto affixed as of the date and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Owner Trustee

(Debtor)

Attest:

Assistant Secretary
(Corporate Seal)

By _____

Its _____

Attest:

Assistant Secretary
(Corporate Seal)

John A. Bogness
Assistant Secretary

MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY

(Secured Party)

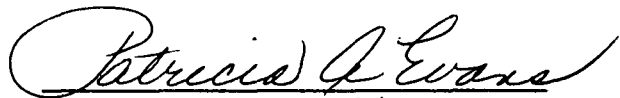
By John B. Bruce

Its VICE PRESIDENT

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 24th day of July, 1991,
personally appeared before me, the subscriber, a Notary Public for
the State of Delaware, James P. Lawler, who is a Senior Financial Services Officer
of Wilmington Trust Company, a Delaware banking
corporation, known to me personally to be such, and acknowledged
this Amendment to Security Agreement to be his act and deed and
the act and deed of said Corporation.

Given under my Hand and Seal of Office, the day and year
aforesaid.



Notary Public

PATRICIA A. EVANS

NOTARY PUBLIC

My Commission expires April 20, 1995

Commonwealth of Massachusetts)
) ss:
County of Hampshire)

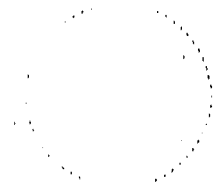
On this 23rd day of July, 1991 before me personally appeared John B. Joyce, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Massachusetts Mutual Life Insurance Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Lori J. Kokoszyna
Notary Public

My Commission Expires:

LORI J. KOKOSZYNA
My Commission Expires
January 31, 1997



3064w

EXHIBIT A

1. 250 17,574 Gal. General Service Corn Syrup Tank Cars,
Trinity Industries, CRGX5577-CRGX5826.
2. 80 25,500 Gal. General Service Vegetable Oil Tank Cars,
Trinity Industries, CRGX7240-CRGX7319.
3. Together with all modifications, attachments, improvements,
replacements and substitutions therefore or thereto.